

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Security Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Classic Sleep Products, Inc.		08/30/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The CIT Group/Commercial Services, Inc.
Street Address:	11 West 42nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3007738	POSTURE-TEMP
Registration Number:	2891848	DORMIA
Registration Number:	3220504	NATURAL EXPRESSIONS
Registration Number:	1296339	CLASSIC
Serial Number:	78947633	QUIETSLEEP
Serial Number:	78947612	COOL GEL
Serial Number:	78945209	COOL SLEEP
Serial Number:	78945080	COOL TOP
Serial Number:	78586948	DORMIA - BUY IT FOR THE WAY IT FEELS

CORRESPONDENCE DATA

Fax Number: (215)564-8120
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-564-8051
 Email: kgibson@stradley.com
 Correspondent Name: Christopher Rosenbleeth, Esquire

CH \$240.00 3007738

Address Line 1: 2600 One Commerce Square
Address Line 2: Stradley Ronon Stevens & Young, LLP
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7098

ATTORNEY DOCKET NUMBER:	158430-1017
NAME OF SUBMITTER:	Christopher Rosenbleeth
Signature:	/CR/
Date:	09/17/2007

Total Attachments: 4
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Security Agreement

Trademarks

WHEREAS, CLASSIC SLEEP PRODUCTS, INC., a Delaware corporation (herein referred to as "Classic"), has adopted, used and is using the trademarks and service marks listed in Schedule A attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks, service marks and trade names listed in Schedule B attached hereto and made a part hereof (collectively, the "Trademarks");

WHEREAS, Classic is obligated to THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation (herein referred to as "Lender"), and has entered into an Intellectual Property Security Agreement dated the date hereof (the "IP Agreement") in favor of Lender;

WHEREAS, pursuant to the IP Agreement, Classic has granted to Lender a security interest in, and mortgage on, all right, title and interest of Classic in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the IP Agreement (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the IP Agreement; and

WHEREAS, this Agreement does not supersede, amend, modify, revise or limit the IP Agreement, and is intended to supplement the IP Agreement and evidence and perfect Lender's security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Classic does hereby further grant to Lender a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Classic does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the IP Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is 11 West 42nd Street, New York, New York 10036.

IN WITNESS WHEREOF, Classic has caused this Agreement to be duly executed by its duly authorized officer as of the 30th day of August, 2007.

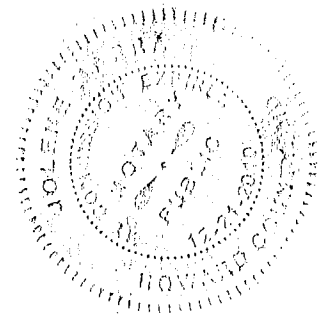
CLASSIC SLEEP PRODUCTS, INC.

By: 
Name: Michael Zipelli
Title: Chief Executive Officer and President

STATE OF Maryland)
) ss:
COUNTY OF Howard)

On this 11th day of September 2007, before me personally came Michael Zipelli, to me known, who being duly sworn, did depose and say, that he is the Chief Executive Officer and President of CLASSIC SLEEP PRODUCTS, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

[Signature]
Notary Public



SCHEDULE A

U.S. Registered Trademarks

<u>Item Registration #</u>	<u>Effective Date</u>	<u>Expiration Date</u>
3007738	October 18, 2005	N/A
2891848	October 5, 2004	N/A
3220504	March 20, 2007	N/A
1296339	September 18, 1984	N/A

U.S. Pending Applications

<u>Mark</u>	<u>Serial No.</u>	<u>App. Date</u>	<u>Comment</u>
QUIETSLEEP	78947633	August 8, 2006	N/A
COOL GEL	78947612	August 8, 2006	N/A
COOL SLEEP	78945209	August 4, 2006	N/A
COOL TOP	78945080	August 4, 2006	N/A
DORMIA-BUY IT FOR THE WAY IT FEELS	78586948	March 14, 2005	N/A

SCHEDULE B

U.S. Common Law Trademarks/Service Marks

<u>Trademark/Service Marks</u>	<u>Date of First Use</u>	<u>Comment</u>
	None.	

Common Law Trade Names

<u>Trade Name</u>	<u>Date of First Use</u>	<u>Comment</u>
	None.	